[Copy of "AVC" between Electracash, luc., of lowa Attorney General's Office. Annota 2/15/05.]

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (the "Agreement") is entered into by and between the Attorney General for the State of Iowa (the "Attorney General") and Electracash, Inc., ("Electracash") this day of December, 2004.

WHEREAS, the Attorney General of Iowa, pursuant to Iowa Code § 714.16 (2003), has the duty of enforcing the laws of the State of Iowa relating to the business practices that are the subject of this Agreement;

WHEREAS, Electracash is a corporation organized and existing pursuant to the laws of California, with its principal place of business at 2501 Cherry Avenue, Suite 360, Signal Hill, CA 90755;

WHEREAS, the Attorney General asserts that in recent years numerous telemarketing operations based in Canada have victimized U.S. consumers and therefore Canadian telemarketers should be subjected to heightened scrutiny for possible fraud;

WHEREAS, the Attorney General alleges that Electracash has processed ACH transactions for Millenium Consulting d/b/a MedSupply, a company doing business out of Canada ("Millenium");

WHEREAS, the Attorney General alleges that ACH transactions initiated by Millenium have in fact defrauded citizens of the State of Iowa;

WHEREAS, the Attorney General alleges that jurisdiction lies over Electracash and Millenium;

WHEREAS, the Attorney General has alleged that Electracash violated the Iowa Consumer Fraud Act, Iowa Code § 714.16 (2003), and the Telemarketing Sales Rule, 16 CFR

Part 310, by providing access to the ACH Network to the telemarketing operations of Millenium under circumstances in which Electracash knew, or should have known, or consciously avoided knowing, that such operations were victimizing Iowa consumers by initiating unauthorized or fraudulent withdrawals from the Iowa consumers' bank accounts;

WHEREAS, Electracash denies that it has violated the Iowa Consumer Fraud Act, Iowa Code § 714.16 (2003), the Telemarketing Sales Rule, or any other law, regulation or rule, and by entering into this Agreement Electracash does not admit or acknowledge fault on its part in any way;

WHEREAS, Electracash asserts that it shares the Attorney General's concerns about Electracash's services being used in any manner by merchants to defraud consumers and wishes to improve practices to further prevent such use;

WHEREAS, Electracash asserts that it is dedicated to preventing unscrupulous entities from using the ACH Network to victimize consumers; and

WHEREAS, the parties now wish to settle and resolve the disputes existing between them relating to the ACH transactions that are the subject of the Attorney General's inquiry.

NOW, THEREFORE, upon the mutual covenants and considerations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. For purposes of this Agreement the following definitions apply:
 - A. "ACH" means automated clearing house.
 - B. "ACH Debit" means any completed or attempted debit to a consumer's account at a financial institution that is processed electronically through the ACH Network.

- C. "ACH Network" means the electronic funds transfer system governed by the rules developed by NACHA that provide for the interbank clearing of credit and debit entries to accounts at financial institutions.
- D. "Anti-Telemarketing Devices" means any good or service related to preventing or controlling access to a consumer by telemarketing companies or other goods or services designed to prevent unsolicited telemarketing calls.
- E. "Consumer Bank Account" means any checking or savings account held directly or indirectly by any individual(s) in any financial institution such as but not limited to a bank, savings and loan, or credit union.
- F. "Credit-Related Goods or Services" means: (a) providing any good or service represented to remove derogatory information from, or improve, a person's credit history, credit record, or credit rating, even if the good or service fails to fulfill such representation in fact, in a manner that violates the Telemarketing Sales Rule 310.4(a)(2); or (b) requesting or receiving payment of any fee or consideration in advance of obtaining a loan or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging a loan or other extension of credit for a person.
 - G. "Existing Relationship" means a relationship in which there exists a written agreement between the Originator and a consumer for the provision of goods or services or in which the consumer has purchased goods or services from that Originator within the past two years.

- H. "Express Verifiable Authorization" means: (a) express written authorization by a customer, including the customer's signature and date of authorization; or (b) express oral authorization that is audio-recorded and clearly evidences the customer's authorization of payment for the goods or services that are the subject of the transaction; the number of debits, charges, or payments; the date the debits, charges, or payments will be submitted for payment; the amount of the debits, charges, or payments; the customer's name; the customer's billing information, including the account used to collect payment; the telephone number for customer inquiry that is answered during normal business hours; and the date of the customer's oral authorization.
- I. "Fraudulent, Deceptive or Unfair Practices" includes acts or practices that violate Iowa Code § 714.16 (2)(a) (2003) and/or the Telemarketing Sales Rule.
- J. "Identity Theft Prevention Packages" means any good or service represented to prevent, discourage or lessen the likelihood of a consumer having his or her identity used for any unlawful or unauthorized purpose, even if the good or service fails to fulfill such representation in fact.
- K. "Merchant" means any individual, corporation, or other entity that seeks to enter into a contract with or contracts with Electracash to provide services related to the processing of ACH Debits. In the context of efforts to gather information as part of a pre-screening process, "Merchant" shall include the corporate name and all known dba's or other fictitious names.
- L. "NACHA" means the National Automated Clearing House Association.

- M. "NACHA Rules" means the NACHA Operating Rules, including any future amendments.
- N. "ODFI" means an originating depository financial institution, a financial entity that participates in the ACH Network by initiating ACH entries pursuant to agreements with other ACH Network participants.
- O. "Originator" means any individual, corporation, or other entity that purportedly has direct contact with consumers and purportedly receives permission from the consumer to electronically debit his or her Consumer Bank Account.
- P. "RDFI" means a receiving depository financial institution, a financial entity that participates in the ACH Network by receiving ACH entries debiting one or more of the entity's Consumer Bank Accounts.
- Q. "Restricted Businesses" means businesses that sell Credit-Related Goods or Services, Anti-Telemarketing Devices, or Identity Theft Prevention Packages.
- R. "TEL Debits" means ACH Debits for items in which authorization to debit the Consumer Bank Account is received during a telephone conversation.
- S. "TEL Rule" means the rule developed by NACHA governing the submission of TEL Debit transactions for processing in the ACH Network, including any future amendments.
- T. "Telemarketing" means any plan, program, campaign, or other business activity (excluding debt collection) which is conducted to induce consumers to purchase goods or services by means of telephone sales presentation, either

exclusively or in conjunction with the use of other sales or marketing techniques.

U. "Telemarketing Sales Rule" means the Telemarketing Sales Rule, 16 C.F.R.

Part 310.

V. "Third-Party Service Provider" means an entity other than an Originator,
ODFI or RDFI that performs any functions on behalf of the Originator, ODFI, or
RDFI related to processing of ACH Debits, including, but not limited to, creating
ACH files or acting as a sending or receiving point for transactions in the ACH
Network.

- 2. Electracash will not process from any Consumer Bank Account ACH Debits that it knows or consciously avoids knowing (for purposes of the Telemarketing Sales Rule) or knew or should have known (solely for purposes of the Iowa Consumer Fraud Act, if the Iowa Consumer Fraud Act applies to Electracash's conduct), at the time the transaction is processed by Electracash, are derived from conduct that constitutes Fraudulent, Deceptive or Unfair Practices. Electracash will cease processing any such ACH Debits from any Consumer Bank Account as soon as commercially practicable, but in any event no later than 3 business days, which, as a result of Electracash's Monitoring or Audit, Electracash determines are derived from conduct that constitutes Fraudulent, Deceptive or Unfair Practices.
- 3. Electracash will not process from any Consumer Bank Account ACH Debits that it knows, or should have known (solely for purposes of the Iowa Consumer Fraud Act, if the Iowa Consumer Fraud Act applies to Electracash's conduct), at the time the transaction is processed by Electracash or as a result of Electracash's Monitoring or Audit, constitutes a pattern or practice of activity purposefully directed at violating the TEL Rule or that would violate the

TEL Rule but for a mischaracterization of the source or nature of such debits, for example, by applying an incorrect standard entry class code. Electracash will cease processing any such ACH Debits from any Consumer Bank Account as soon as commercially practicable, but in any event no later than 3 business days.

- 4. Electracash will not process from any Consumer Bank Account ACH Debits that Electracash knows, at the time the transaction was processed, derive from Restricted Businesses. Electracash will cease processing any ACH Debits from any Consumer Bank Account as soon as commercially practicable, but in any event no later than 30 business days, which, as a result of Electracash's Audit or Monitoring, Electracash determines are derived from Restricted Businesses.
- Electracash will not process from any Consumer Bank Account TEL Debits that Electracash knows, or should have known (solely for purposes of the Iowa Consumer Fraud Act, if the Iowa Consumer Fraud Act applies to Electracash's conduct), at the time the transaction is processed by Electracash or as a result of Electracash's Monitoring or Audit, constitutes a pattern or practice of activity purposefully directed at processing improperly recurring TEL debits of a Consumer Bank Account. Electracash will cease processing any such TEL Debits from any Consumer Bank Account as soon as commercially practicable, but in any event no later than 3 business days.
- 6. Electracash will not process from any Consumer Bank Account TEL Debits where Electracash knows, or should have known (solely for purposes of the Iowa Consumer Fraud Act, if the Iowa Consumer Fraud Act applies to Electracash's conduct), at the time the transaction is processed by Electracash or as a result of Electracash's Monitoring or Audit,

constitutes a pattern or practice of activity purposefully directed at avoiding the requirement that the consumer's Express Verifiable Authorization be previously obtained. Electracash will cease processing any such TEL Debits from any Consumer Bank Account as soon as commercially practicable, but in no event no later than 3 business days.

- 7. A. Electracash agrees to utilize the pre-screening procedures set forth below (the "Pre-Screening Procedures") prior to contracting with any prospective Merchant who is engaged in Telemarketing for the processing of any ACH Debits:
 - i. Determine the general type or category of business engaged in by the Merchant (for example, marketing vacation packages, club memberships, medical supplies, etc.) and how long the Merchant has been in business.
 - ii. Obtain evidence of the business organization of the Merchant such as a copy of the business license or articles of incorporation.
 - iii. Determine whether the Merchant is listed in standard business reference sources and directories.
 - iv. Determine if the prospective corporate Merchant is publicly held, and if so, obtain an informational report on the company. If the prospective Merchant is privately held or a partnership or sole proprietorship, obtain the names and contact information for the key principal owners and obtain an informational report which contains credit information on the company in addition to those key principals (if available).

- v. Obtain and review the telemarketing script(s), promotional materials, and other advertising used or intended to be used by the Merchant and if the review of these materials raises reasonable doubts regarding compliance with the law or NACHA Rules, or it is otherwise determined that further information is necessary, obtain and review samples of the relevant goods or programs offered by the Merchant.
- vi. Review the Merchant's policies regarding the Merchant's manner of selling products or services in an attempt to gather information regarding compliance with the TEL Rule. If the Merchant is engaging in out-bound telemarketing, confirm that (1) the Merchant has an Existing Relationship with the consumer being called; or (2) the consumer has initiated the call; or (3) the Merchant engages in out-bound telemarketing exclusively for non-ACH transactions.
- vii. Confirm that the Merchant is not intending to utilize telephone authorization for recurring ACH Debits of any given Consumer Bank Account that violates the TEL Rule.
- viii. Require the prospective Merchant to provide the name, address and telephone number of any and all current and prior Third-Party Service Providers and ODFIs the Merchant has used for processing

- ACH debits within the preceding three (3) years in order to obtain references, if possible.
- ix. Check for consumer and/or business complaints and other information available from the Better Business Bureau (for example, by searching its national website by entering all known names and toll-free numbers used by the Merchant).
- x. To the extent such information is reasonably accessible, determine whether the Merchant (and if applicable the key principals) has ever been the subject of an investigation or law enforcement action by the FTC and/or the state attorney general's office of the state in which the Merchant is located, and determine the nature and volume of consumer complaints received by those entities regarding the Merchant.
- xi. Review the Merchant's refund policy.
- xii. Review the Merchant's policies and procedures for handling and/or responding to consumer complaints, and confirm that the Merchant has a telephone number where consumers can reach it.
- B. Upon completing the Pre-Screening Procedures, Electracash will take the following actions prior to contracting with any prospective Merchant who is engaged in Telemarketing for the processing of any ACH Debits:
 - i. If a prospective Merchant who engages in Telemarketing fails to provide Electracash with information reasonably

- available to the prospective Merchant that is necessary for the Pre-Screening Procedures, then Electracash shall decline the Merchant.
- ii. If a prospective Merchant who engages in Telemarketing is engaged in Restricted Businesses, then Electracash shall decline the Merchant.
- iii. If the information obtained during the Pre-Screening

 Procedures reasonably suggests that the prospective

 Merchant who engages in Telemarketing is engaging in

 Fraudulent, Deceptive or Unfair Practices, and/or is

 violating the TEL Rule, then Electracash shall decline the

 Merchant.
- iv. If information gleaned during the Pre-Screening Procedures is such that Electracash deems the Merchant unsatisfactory, then Electracash will decline the Merchant.
- C. Electracash agrees that it will review each of its existing Merchants who engage in Telemarketing for compliance with the above Pre-Screening Procedures and that if it discovers that any of its existing Merchants are engaging in Restricted Businesses, then Electracash shall terminate processing for the Merchant as soon as commercially practicable, but in no event later than 30 business days. If Electracash discovers that any of its existing Merchants are engaged in (i) Fraudulent,

Deceptive, or Unfair Practices; or (ii) a pattern or practice directed at purposefully violating the TEL Rule; then Electracash shall terminate processing for the Merchant as soon as commercially practicable, but in no event later than 3 business days.

8. The following shall constitute "Electracash's Monitoring" as that term is used in this Agreement: Electracash will monitor Telemarketing Merchants' returns on a weekly basis. If Electracash processes over 12 transactions for a Telemarketing Merchant in any given week and such Telemarketing Merchant's total unauthorized return rate (R07, R10 and R29 transactions) exceeds the 2.5% benchmark as that number is calculated in the NACHA Rules (including future amendments to that benchmark or manner of calculation), or total NSF (R01 transactions) return rate exceeds 6.0 % for a four week period, or total administrative return rate (R02, R03 and R04 transactions) exceeds 2.0% for a four week period, then Electracash will investigate the cause of the return rates by contacting the Merchant, looking at customer service logs and refund and return records for the Merchant, checking for any recent Better Business Bureau complaints, requesting and reviewing affidavits of unauthorized charges Electracash has received from the Merchant's customers, and (if possible) contacting a sample of the customers claiming unauthorized charges to better ascertain customer reasons. Electracash will complete its investigation as soon as commercially practicable, but in any event no later than 30 business days from the date of discovery. If Electracash determines that Fraudulent, Deceptive or Unfair Practices or unlawful activities did contribute to the excessive return rates, Electracash shall cease processing for that

Merchant as soon as commercially practicable, but in no event later than 3 business days. If Electracash determines that Fraudulent, Deceptive or Unfair Practices or unlawful activities did not contribute to the excessive return rates, Electracash may continue processing ACH debits for the Telemarketing Merchant and need not investigate the Merchant again for a 6 month period, unless an additional or different cause to investigate arises.

- 9. The following shall constitute "Electracash's Audit" as that term is used in this Agreement: In addition to its standard annual NACHA audit procedures for Originators, Electracash will periodically conduct "spot audits," at least annually, of the websites and transactional activity of all Merchants who submit TEL Debits. The general purpose of these audits will be to determine whether Merchants are lawful and in compliance with the TEL Rule. Specifically, Electracash will gather information on the following subjects:
 - A. Whether any Telemarketing related transactions are not properly coded as TEL;
 - B. Whether there are any prohibited recurring TEL transactions;
 - C. Whether there is any outbound calling being conducted without an Existing Relationship;
 - D. Whether there are sales from Restricted Businesses;
 - E. Whether there is any processing of ACH Debits that are derived from conduct involving Fraudulent, Deceptive or Unfair Practices; and
 - F. Whether the customer's express verifiable authorization is being properly obtained.

- 10. Electracash shall specifically incorporate all applicable provisions of the NACHA Rules, and any future amendments, into its contracts with its Merchants for processing ACH Debits and will provide in each new or renewed contract that failure by the Merchant to comply with the TEL Rule may result in immediate termination of ACH processing.
- Electracash's Pre-Screening Procedures or Audit Procedures are not commercially practicable or are outdated, Electracash may modify its Pre-Screening Procedure and/or Audit Procedures; provided, however, that Electracash shall notify the Iowa Attorney General prior to making any modifications and Electracash shall not make any modifications that provide Iowa consumers with fewer protections than the protections provided herein without the approval of the Iowa Attorney General. If Electracash believes that significant changes in the marketplace or applicable law occurring after December 1, 2006, warrant modification to the terms of this Agreement (other than the Pre-Screening and Audit Procedures, which may be modified as set forth above), Electracash may submit the proposed modification in writing to the head of the Consumer Protection Division requesting the Attorney General's consent. The Attorney General agrees that it will respond within 30 days of receipt of the request and that it will not unreasonably withhold assent. If the Attorney General fails to respond to a request within 30 days, such assent shall be deemed to have been given.
- 12. Electracash shall, within ten (10) days of the execution of this Agreement by both parties, pay to the Iowa Attorney General the sum of \$15,774.00 to be distributed by the Attorney General as refunds to the Iowa consumers identified in the list attached as Exhibit A for the amounts indicated. To the extent that the Attorney General is unable, after reasonably diligent

efforts, to locate a consumer for purposes of providing a refund, the Attorney General may deposit such refund into the fund created by Iowa Code § 714.16A.

- 13. In exchange for the above actions, the Attorney General releases Electracash from any and all claims and causes of action that accrue or accrued to the Attorney General under the Iowa Consumer Fraud Act, Iowa Code § 714.16 (2003), the Telemarketing Sales Rule, and any other laws or regulations relating to consumer protection, arising from or relating to any actions taken by Electracash concerning ACH transactions with Iowa residents preceding the date of this Assurance of Voluntary Compliance.
- 14. The parties agree that de minimis violations of this Agreement do not constitute a breach of this Agreement. The parties agree that in the event of a breach of this Agreement then the State Courts of Iowa shall have jurisdiction to resolve such alleged claim of breach.
- 15. Electracash denies that it has violated the Iowa Consumer Fraud Act, Iowa Code § 714.16 (2003), the Telemarketing Sales Rule, or any other law, regulation or rule, and by entering into this Agreement the parties acknowledge that Electracash does not admit or acknowledge fault on its part in any way.

The parties agree that Electracash's obligations under this Agreement shall 16. become effective on January 10, 2005, except for its obligations under Paragraph 7(C), which will become effective on January 10, 2005, but shall not be required to be completed until March 1, 2005.

ELECTRACASH, INC.

Its: CHAIRMAN, CHIEF EXECUTIVE OFFICER.

FOR STATE OF IOWA:

Patrick T. Madigan

Assistant Attorney General

EXHIBIT A

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\$299.00	51442	A	DENISON	805 1ST AVE S	MAACK	LOUISE
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\$200.00	50470	F	HOMPSON	347 IST AVE	GJERTSON	MARIE
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\$299.00	50021	ΙA	ANKENY	405 SE DELAWARE AVE	KAUTZKY	GRACE
\$199.00	52626	ΙA	FARMINGTON	602 WALNUT ST.	HUMPHREY	FRANCIS .I
\$299.00	50317	IA	DES MOINES	3240 GARFIELD AVE.	BAYSINGEE	OREN
\$199.00	52645	Ā	NEW LONDON	200 W POLK ST.	BROWN	GENEVIEVE
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\$199.00	52172	A	WAVKON	602 2ND ST. SW APT F24	SCHELLHAMMER	DILLES
\$199.00	50531	Ā	DOLLIVER	PO BOX 533	SIMACEK	ELMER
\$199.00	ccolo	Α		601 ALDERSON ST.	CARTER	ARLENE
\$100.00	27270	A	PERRY	2512 PARKVIEW PL	WILSON	CARMA
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\$100.00	50704	Ā		292 RED MAPLE AVE	FRANZEN	STANLEY
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KEENEY 306 EAST ST APT A GRINNELL IA 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327 SPRING 2531 BELKNAP BLVD KEOKUK IA 52632 WEIHS 701 E BROADWAY APT 2 COUNCIL BLFS IA 51503 REED 404 S 4TH ST APT 103 FAIRFIELD IA 52566 CARACCIO 306 E GRANT ST CENTERVILLE IA 50583 JOHNSON 1090E MAIN ST SAC CITY IA 50583 BUJEWSKI 501 3RD ST DURANT IA 52747	\$299.00	52756	IA	LONG GROVE		RD APT 70	10 SCOTT PARK	3098	EHLERS	AVERNE
KEENEY 306 EAST ST APT A GRINNELL IA 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327 SPRING 2531 BELKNAP BLVD KEOKUK IA 52632 WEIHS 701 E BROADWAY APT 2 COUNCIL BLFS IA 51503 REED 404 S 4TH ST APT 103 FAIRFIELD IA 52544 CARACCIO 306 E GRANT ST CENTERVILLE IA 52544 JOHNSON 1090E MAIN ST SAC CITY IA 50583	\$299.00	52747	Ā	DURANT		The Company of the Co	3RD ST	501 :	BUJEWSKI	JANICE
KEENEY 306 EAST ST APT A GRINNELL IA 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327 SPRING 2531 BELKNAP BLVD KEOKUK IA 52632 WEIHS 701 E BROADWAY APT 2 COUNCIL BLFS IA 51503 REED 404 S 4TH ST APT 103 FAIRFIELD IA 52544 CARACCIO 306 E GRANT ST CENTERVILLE IA 52544	\$299.00	50583	F	SAC CITY		Colorador Calabara de Colorador)E MAIN ST	1090	JOHNSON	RITA
KEENEY 306 EAST ST APT A GRINNELL IA 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327 SPRING 2531 BELKNAP BLVD KEOKUK IA 52632 WEIHS 701 E BROADWAY APT 2 COUNCIL BLFS IA 51503 REED 404 S 4TH ST APT 103 FAIRFIELD IA 52566	\$299.00	52544	A	N/L			E GRANT ST	306 l	CARACCIO	NN
KEENEY306 EAST ST APT AGRINNELLIA50112RUSSELL5190 COTTAGE DR UNIT CDES MOINESIA50327SPRING2531 BELKNAP BLVDKEOKUKIA52632WEIHS701 E BROADWAY APT 2COUNCIL BLFSIA61503	\$299.00	52556		6		33	S 4TH ST APT 10	404	REED	MILDRED
KEENEY 306 EAST ST APT A 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327 SPRING 2531 BELKNAP BLVD KEOKUK IA 52632	\$299.00	51503				PT 2	E BROADWAY A	701 ו	WEIHS	MILDRED
KEENEY 306 EAST ST APT A 50112 RUSSELL 5190 COTTAGE DR UNIT C DES MOINES IA 50327	\$299.00	52632	×	KEOKUK	14 14 14 14 14 14 14 14 14 14 14 14 14 1		BELKNAP BLVI	2531	SPRING	NHOL
KEENEY 306 EAST ST APT ASSESSED AS SECOND OF GRINNELL ASSESSED AS 10 112	\$299.00	50327	A			JNIT C) COTTAGE DR (5190	RUSSELL	HELEN
	\$299.00	50112	A	GRINNELL			EAST ST APT A	306	KEENEY	DOROTHY